

Standard Agreement of Sale

11130

This Agreement, made and entered into this 30 day of July, 1971

between Joseph A. Sanchez Jr., & Theresa E. Sanchez hereinafter called Seller,

and Ralph A. Zambrano & Gaylene Zambrano hereinafter called Buyer.

WITNESSETH, that the Seller, in consideration of the payment to be made to the Buyer and the conditions and covenants to be kept and performed by him, as hereinafter set forth, agrees to sell and the Buyer agrees to buy, the real property, situated in the

County of Klamath
State of Oregon, described as follows, to wit:
North East 1/4 - Southwest 1/4 - Northwest 1/4
Section 17 TWP. 35 South Range 10 East
W.M. (Approx 10 Acres)
30' Easement for Roadway along westerly Boundary

This agreement is subject to covenants, conditions, restrictions, reservations, easements, rights and/or rights of way and encumbrances of record, affecting said property.

For the sum of Five Thousand & no/100 (\$5,000.00) Dollars

in lawful money of the United States of America, and the Buyer, in consideration of the premises, promises and agrees to pay the Seller the aforesaid sum of money, for all of said real property, as follows, to wit:

Five Hundred & no/100 (\$500.00) Dollars
upon the execution and delivery hereof, the receipt whereof is hereby acknowledged:
Payable Two Hundred Fifty & no/100 (\$250.00) Dollars
weekly until Total down paid in full

Four Thousand Five Hundred & no/100 (\$4,500.00) Dollars
in installments, including interest on all unpaid principal from date hereof until date of payment at the rate of
Seven (7) per centum per annum. The first installment of Forty eight & no/100 (\$48.00) Dollars, or more,
per month, 07% deferred Bal. Payable 11/15/71 date
Sept 1 1971, and a like amount shall be paid on the same day of

each Month thereafter until the balance of principal and interest has been paid in full.
The amount of the final payment, however, shall be the total of the principal and interest then due. All payments to be made by the Buyer shall be paid with lawful money of the United States of America.

Tax estimate \$ Twenty & no/100 (\$20.00) (Based on taxes for year 1970/71).
Each party signing this agreement has read the additional conditions and instructions on the reverse side hereof and approves, accepts and agrees to be bound thereby as though the reverse side hereof appeared over their signatures. All parties signing this agreement hereby acknowledge receipt of a copy of this agreement.

IN WITNESS WHEREOF said parties have executed this agreement as of the day and year first above written.
Buyer X Ralph A. Zambrano
Buyer X Gaylene Zambrano
Address 7451 Milwood Ave
Crescent Park, Calif.
Seller X Joseph A. Sanchez Jr.
Seller X Theresa E. Sanchez
7542 Loma Verde Ave
Crescent Park, Calif.
Sellers Agent Eleven YEARS (11)

THE TERM OF THIS AGREEMENT IS FOR APPROXIMATELY Eleven YEARS (11)

FIRST: Possession shall be delivered to the Buyer upon the execution and delivery of this agreement, unless otherwise provided herein.

SECOND: The Buyer shall pay all taxes and assessments from date hereof and assessed and levied against said property hereafter, unless otherwise specified herein. Taxes for the fiscal year ending June 30th following the date of this agreement shall be prorated unless otherwise set forth herein.

THIRD: The Seller on receiving payment of all amounts of money mentioned herein shall execute a grant deed for said property in favor of said Buyer and shall deliver said deed to said Buyer. As of the date of delivery of deed the Seller shall supply the Buyer with a Policy of Title Insurance or Certificate of Title, to be issued by a reliable title company, which shall show the title to said property to be merchantable and free from taxes, assessments, liens and encumbrances, except such thereof as are set forth herein and such thereof as may be suffered or created hereafter by the Buyer. The Buyer shall pay for said evidence of title unless otherwise set forth herein.

FOURTH: Should the Buyer fail to make said payments or any thereof when due or fail to comply with the conditions, covenants and agreements set forth herein, the amounts paid hereon may be retained by the Seller as the consideration for making this agreement and thereupon the Seller shall be released from all obligation in law or equity to convey said property and any occupancy of said property thereafter by said Buyer shall be deemed to be and be a tenancy at the pleasure of the Seller and said Buyer shall never acquire and expressly waives any and all rights or claims of title because of such possession.

FIFTH: Should the Seller sue the Buyer to enforce this agreement or any of its terms, the Buyer shall pay a reasonable attorney fee and all expenses in connection therewith.

SIXTH: The Seller reserves the right to deliver the deed, at any time during the term hereof, and the Buyer, in lieu of this agreement, shall execute and deliver to said Seller, or his nominee, a note for all amounts of money then unpaid and said note shall be secured by a Deed of Trust on said property and said Buyer shall likewise execute and deliver said Deed of Trust concurrently with the delivery of said note.

SEVENTH: The waiver by the Seller of any covenant, condition or agreement herein contained shall not vitiate the same or any other covenant, condition or agreement contained herein and the terms, conditions, covenants and agreements set forth herein shall apply to and bind the heirs, successors, and assigns of each of the parties hereto. Time is the essence of this agreement.

EIGHTH: All words used in this agreement, including the words Buyer and Seller, shall be construed to include the plural as well as the singular number of words used herein in the present tense shall include the future as well as the present and words used in the masculine gender shall include the feminine and neuter.

NINTH: No representations, agreements or warranties, whether express or implied, not herein expressly set forth have been made by Seller to or with Buyer. Buyer acknowledges that no persons had nor have any authority to make any representations, agreements or warranties, whether express or implied, binding upon Seller not herein expressly set forth and that, if any such representations or agreements or warranties were made or given and are not herein expressly set forth, each every and all thereof are of no force or effect.

TENTH: It is understood and agreed that said realty has been inspected by the Buyer, or the Buyer's duly authorized agent; or if such inspection has not been made, the Buyer upon the execution of this agreement does waive the right of such inspection.

ELEVENTH: Buyer and Seller further agree that in the event Seller cancels and forfeits Buyer's rights hereunder as provided under the terms of this agreement, Buyer will, at the option and only upon written demand of Seller, execute in favor of and deliver to Seller a good and sufficient Quit Claim Deed, or any other documents required by Seller for the purpose of divesting any ownership of Buyer in and to the real property described herein. In the event the Buyer fails to deliver the necessary quitclaim deed or related documents because of his default, Seller irrespective of the provision of this Agreement of Sale, shall have the further right to pursue any and all legal remedies that may be available to Seller for the breach of this Agreement together with all resulting damages flowing therefrom.

TWELFTH: Buyer agrees that he will not in any manner assign this agreement or any interest therein or in the said Realty without first obtaining the written consent of Seller, and no transfer of this Agreement or of any interest therein or in said Realty shall be effective until such written consent has been obtained, but such consent shall not be construed as releasing Buyer from any obligation or agreement herein contained, nor as a representation or agreement by Seller concerning the validity or effect of any transfer so consented to by Seller.

THIRTEENTH: Buyer shall keep, preserve and maintain said property in good order and condition; shall not commit or permit waste of said property; and shall comply with all laws, ordinances, regulations, covenants, conditions, restrictions, easements, rights and rights of way relating to or affecting said property.

FOURTEENTH: Seller shall have the right at all reasonable times to inspect said property and Buyer shall allow Seller to inspect the same upon Seller's request.

FIFTEENTH: Buyer shall not declare nor attempt to declare a homestead upon nor select said property as a homestead nor record nor attempt to record any declaration of homestead upon said property during the term of this agreement.

SIXTEENTH: All improvements made to or placed on said property by Buyer shall be and become part of said property. Buyer agrees that until payment in full has been made or until Buyer has received written consent from Seller, Buyer will not commit, waste, or encumber said realty and during the period of this agreement will keep said realty free of all liens and encumbrances of every kind and nature. Buyer agrees to pay and discharge any lien or encumbrance on said realty that Buyer places or permits to be placed on said property within ten (10) days after such lien or encumbrance is placed thereon.

STATE OF OREGON: COUNTY OF KLAMATH :ss

I hereby certify that the within instrument was received and filed for record on the 23 day of April A.D., 1982 at 10:59 o'clock A.M., and duly recorded in Vol M 82, of Needs on page 4995

EVELYN BIEHN COUNTY CLERK

by John McNamee Deputy

Fee \$ 8.00

Ref: Ralph A. Zamboni
Tollahan Ave., Marysville, Ca. 95901